

**MEMORANDUM
OF UNDERSTANDING
between the
BALTIMORE COUNTY BOARD OF EDUCATION
and the
TEACHERS ASSOCIATION OF BALTIMORE COUNTY (TABCO)**

The Board of Education of Baltimore County ("Board") and the Teachers Association of Baltimore County ("TABCO") (hereinafter jointly referred to as "Parties") hereby enter in this Memorandum of Understanding ("MOU") which addresses issues pertaining to COVID-19 and serves as a supplement to the Parties' 2020-2023 Master Agreement (MA).

WHEREAS the Parties understand that their primary mission is the education of the county's students, and

WHEREAS Coronavirus (COVID-19) is expected to continue to be circulating among students and staff during the 2022-2023 school year, and

WHEREAS the Parties agree that, where applicable, all terms of the MA between the Board and the Association remain in full force, and

WHEREAS the Parties recognize that the MA does not address some of the necessary health and safety measures that must be taken prevent the spread of all contagious diseases to maintain in-person instruction and work consistent with guidance from the Maryland Department of Health (MDH), the Maryland State Department of Education (MSDE) and the Center for Disease Control (CDC), and

WHEREAS the Parties seek to minimize the spread of all infectious diseases, including COVID-19; protect the health of students, teachers and educational support personnel, and the public during the 2022-2023 school year, and

WHEREAS the Board and the Association, desire to work cooperatively to address potential emergent issues that may arise, and

WHEREAS the Parties are required to reduce to writing matters regarding the wages, hours, and working conditions of public-school employees,

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

Section I: General Considerations

- A. The Board and the Association agree to abide by CDC Guidance on Coronavirus (COVID-19) and CDC's Interim Guidance for Businesses and Employers as well as all state and

federal laws, directives and guidance relative to Coronavirus as it applies to the school system, its employees, their employment status, benefits and working conditions.

- B. The Board and the Association agree to revisit the terms and conditions of this MOU should any future announcements from the President, Governor and/or Maryland State Department of Education require the adjustment or alteration of any conditions contained herein.
- C. The Board shall work with the Association to address any issues around working conditions that emerge because of any changes in the modes of instruction.
- D. All alternate/virtual instruction, office hours and/or in-service days during the period of remote instruction shall be counted toward the required contractual teacher duty days pursuant to the Master Agreement.
- E. BCPS will follow CDC, federal and state recommended guidelines regarding maintaining HVAC systems. Upon request, the Board agrees to provide TABCO with proof of HVAC certification for those buildings in which union members are working on a continual basis.

Section II: COVID 19

- A. Due to continuing concern regarding variants of the virus that may be more contagious and/or dangerous, the Parties believe it is in the best interest of BCPS employees for the Board to continue to encourage employees to seek vaccination and/or boosters as they become available.
- B. BCPS will not disclose any employee's vaccination status to an employee's co-workers. Only immediate supervisors and central office health administrators who have a need to know will have access.
- C. The Board agrees to maintain its COVID-19 website - [COVID19 - Baltimore County Public Schools \(bcps.org\)](https://www.bcps.org/COVID19) - with the most current information, COVID data specific to BCPS and Baltimore County, and guidance for employees. The Association agrees to disseminate information about the website and recommend it as a resource.

Section III: Worksite COVID Health, Safety & Cleaning Considerations

- A. The wearing of masks in BCPS buildings will continue to be optional unless circumstances dictate otherwise. In the eventuality that it becomes necessary to make the wearing of masks mandatory, the Board recognizes the most effective mask is one that is well-fitting and provides the highest filtration that a person can comfortably tolerate. The Board will provide a supply of surgical masks that can be used to augment filtration from the employee's mask. KN95 masks will be distributed to employees who are interested in using them. The Board will make every effort to provide KN95 masks to all TABCO represented employees but makes no guarantee that its supply of KN95 masks will provide a tight fit for each person's face.

- B. Each worksite shall have a health and safety team that includes Association chosen representation from each bargaining unit. Other individuals may be added to the health and safety team on an as needed basis. This team shall be responsible for collaboratively addressing established building level health and safety issues, plans and protocols and ensuring that supplies and materials are appropriately stocked and available to the school staff.
- C. If an emergency arises needing immediate attention, the administrator/supervisor will contact the Chief of Schools to determine appropriate remedial actions necessary. In these cases, the Health and Safety Team may not be convened in advance of the implementation of remedial actions.
- D. If the Department of School Safety in consultation with the county department of health determines that worksite health and safety conditions are unsuitable for staff, the worksite in question will remain closed or will close and all staff will work remotely until all health and safety issues are remediated.
- E. Nothing in this MOU or the MA will be considered to limit or interfere with any employee's rights under §6-902 of the Maryland Education Article (whistleblower statute). Nothing in this Agreement will interfere with an employee's right to file a complaint with or provide information to the Maryland Occupational Safety and Health ("MOSH") in the event the employee believes the Board has failed to maintain a safe and healthy working environment. No employee will be retaliated against for exercising their rights under 6-902.
- F. The Board shall fix and/or upgrade ventilation, if inadequate. In doing so, the Board shall consider or address the following areas:
 - 1. Review results of annual maintenance and the implementation status of any necessary system upgrades resulting there from,
 - 2. Ensure adequate air flow and air quality based upon the occupancy of the space,
 - 3. Eliminate HVAC air recirculation,
 - 4. Improve central air filtration,
 - 5. Run HVAC systems at maximum outside airflow for 2 hours before and after a building or school is occupied,
 - 6. Inspect local exhaust ventilation in areas such as restrooms and kitchens, fix or upgrade if inadequate, and
 - 7. Use portable high efficiency particulate air (HEPA) fan/filtration systems to enhance air cleaning in all areas that lack proper HAVC systems.

Section III: COVID Infection

- A. Students and staff who show symptoms of COVID-19 will be isolated from the school population until they can safely be transported home.
- B. Employees who become ill with COVID must report their status to their immediate supervisor/administrator and to OHSCoVID@bcps.org.

- C. The Board agrees that if a person with a confirmed case of COVID-19 has entered a worksite, the Board will notify local/state health officials and all staff and parents of the potential exposure. The Board shall follow the guidance from the Baltimore County and Maryland Department of Health if there is an outbreak of COVID at a school or worksite.
- D. The Board will ensure that it will protect the privacy of its employees during these processes.

Section IV. COVID-19 Testing and Leave

- A. The Board will provide, as available, FDA authorized rapid antigen covid tests to all TABCO represented employees for their use at home on an as needed basis.
- B. During the 2022-2023 school year, BCPS shall authorize up to two (2) COVID-19 leaves of up to five (5) business days for each documented employee COVID infection. Documentation must be in the form of a positive FDA approved PCR test or a verified rapid antigen test. Verification must be from a health provider, pharmacy, or laboratory.
- C. The Parties agree that the COVID leave must be taken consecutively and may not be used intermittently and is not intended for use to care for a family member.
- D. The Board agrees that the COVID-19 leave shall not be monitored in the Integrated Disability Management Program or the Employee Attendance Monitoring Program.
- E. The Office of Employee Absence and Risk Management will inform the employee and supervisor of whether an employee has been granted a COVID-19 leave and the return-to-work requirements. If granted, the COVID-19 leave shall be coded as "other board business".
- F. The Parties agree that if COVID-19 leave is denied, the Office of Employee Absence and Risk Management shall advise employees of their options which include the following:
 - 1. Use of personal illness leave,
 - 2. Apply for sick leave bank if personal illness leave has been exhausted,
 - 3. If ineligible for the Family and Medical Leave Act (FMLA), take the time unpaid, or
 - 4. Apply for unpaid leave under FMLA.
- G. Employees who use their two (2) COVID leaves and who become reinfected with COVID will be required to use personal illness leave.

Section V. Virtual Instruction

- A. Virtual Learning Program (VLP)
 - 1. The Parties agree to the establishment and staffing of BCPS's 2022-2023 Virtual Learning Program in response to the needs of families who have opted for their students to attend school virtually.

2. The Board agrees to provide bargaining unit members assigned to the VLP with all appropriate technology, equipment, supplies, training, and technological assistance necessary for bargaining unit members to deliver instruction virtually.

B. Return to Remote Instruction from In-Person Instruction

1. The Board agrees that it will inform TABCO of the results of meetings to discuss the unlikely possibility of a potential system move to virtual learning. The Board further agrees to provide timely and specific metrics of COVID positivity rates and student and staff attendance figures as part of this process.
2. The most current COVID guidelines established by the state shall be used by BCPS to make decisions to close and reopen schools, worksites and/or the school system. Any decision to close schools and worksites will be made in consultation with the Office of Health Services.
3. Decisions to temporarily transition a grade, a school, a program and/or the system to virtual learning will include but not be limited to the following considerations:
 - i. Number of staff testing positive
 - ii. Number of students testing positive
 - iii. Number of staffing vacancies
 - iv. Special program considerations
 - v. Additional relevant information
4. Should the Board decide to transition a school to temporary remote instruction, teachers will be given two (2) hours to plan and provide synchronous instruction for the first day on a 2-hour delayed opening schedule.
5. The Board will be responsible for providing all appropriate technology, equipment, supplies, training, and technological assistance necessary for bargaining unit members to deliver instruction remotely.
6. The Board will coordinate the copying and/or distribution of physical materials (books, worksheets, packets, etc.) deemed necessary to support student learning.
7. If it becomes necessary to return to remote non-school based instruction after the initiation of in-person instruction, educators needing access to the internet, or who choose to work from their classrooms, or who must provide some in-person instruction as part of course requirements (e.g., CTE) shall be allowed to work/teach from their home schools in coordination with their administrators. Educators needing or choosing to work from their home schools must submit a request to their administrator with the following information: date(s), reason for reporting to school, and the length of time expected to be in the school.
8. Educators who need to or choose to work from their home schools shall complete a log that includes their name, their contact phone number, the time they enter the building, and the time they exit the building. The Parties further acknowledge and agree that all current Baltimore County Health Department, BCPS Office of Health and CDC mitigation guidelines will be followed by all employees reporting to school buildings/worksites to work.
9. Educators are expected to fulfill instructional expectations and to be available and responsive during the respective hours comprising their normal duty day. If an educator is unable to work their duty day, they are required to submit the appropriate release time request into SEMS.

10. Educators shall exercise their professional expertise in designing instruction that meets the needs of their students and is based on established grade level curriculum aligned to identified standards and course requirements. Live synchronous learning shall consist of whole group and small group instruction. Both synchronous and asynchronous instruction will take into consideration the developmentally appropriate needs of students.
11. If, while working remotely, a malfunction of Board-issued equipment prevents the educator from performing assigned tasks, the employee shall immediately notify his/her supervisor of the malfunction.
12. In the event an educator is injured while working remotely, the employee shall report the injury to their immediate supervisor in accordance with the Board's worker's compensation policy. The Board shall have the right to investigate and determine whether injuries sustained by the employee were in conjunction with work duties and included in the Board's workers' compensation coverage.

Section VI: Educator Schedules, Assignments, Instructional Requirements and Responsibilities

- A. Educators shall be provided a minimum of 325 minutes of planning time per week. The allocation of planning time shall be in accordance with Articles 10.13.3 and 10.13.4 of the Master Agreement.
- B. Non-emergency faculty meetings shall be limited to two (2) per month except in the case of emergencies. All schools are to use Mondays for the scheduling of said faculty meetings.
- C. Administrators may schedule after-school collaborative planning and data analysis sessions for one (1) Monday per month on which no faculty meeting is scheduled. Teacher participation in such sessions shall be voluntary and shall be compensated at the flat rate of seventy-five dollars (\$75) per hour.
- D. Educators shall not be involuntarily assigned to class coverage or other duties during their scheduled planning or instructional time.
- E. Educators, except for Speech Language Pathologists (SLPs) and those working towards National Board Certification, are prohibited from making audio or visual recordings of students during on-line instruction, but may video tape themselves, allowing students to access the instruction later. SLPs may audio record a student to obtain a language sample as part of IEP data collection and/or for assessment purposes only.
- F. Educators who are working towards National Board Certification (NBC) may record students only under the following conditions:
 1. Educators must clearly identify the class / lesson which will be recorded,
 2. Educators must identify the length of time the class / lesson is to be recorded,
 3. Educators, using the NBC Student Release Form, shall obtain the written permission of the parent or legal guardian of each student who will be recorded,
 4. Educators will also need to sign the NBC Adult Release Form,

5. The video / audio recording will be kept in a safe secure location.
- G. Special educators and related service providers who are case managers shall be provided with a minimum of one (1) hour of case management time per week in addition to their regular scheduled planning time.
- H. Caseloads and work expectations for nurses, health assistants, social workers, counselors, special educators, and related service providers will be in accordance with the negotiated agreement or accepted professional guidance regarding workload. The Parties agree that the service providers named above shall not be required to work beyond their regular duty day. Educators who are **required** by an administrator/supervisor to work beyond their duty day shall be paid seventy-five dollars (\$75) per hour. The Association and the Board shall meet to find a mutually acceptable resolution if there are workload issues.

Section VII: Compensation

- A. The Parties agree that there shall be no loss of salary and benefits to any bargaining unit employee because of a school building closure, including loss of access to the necessary technology through loss of power or internet through no fault of the employee including poor internet service. It may become necessary for bargaining unit members to report to a BCPS worksite to access internet service.
- B. General Considerations Regarding Coverage
 1. The Parties agree that every effort will be made to ensure teachers are only tasked to provide coverage for other teachers in emergency situations and that coverage will be for the shortest amount of time possible. If there are workload issues, the Parties shall meet to reach a mutually acceptable resolution.
 2. The Parties agree that, to the maximum extent possible, administrators will be expected to secure substitute teachers to address vacancies and provide coverage.
 3. The Parties agree to review coverage requirements and assess the need to continue additional coverage needs and compensation no later than January 17, 2023, the end of the first semester.
 4. Educators, to include related service providers, who are regular employees working less than a 1.0 FTE are eligible to receive additional pay for time worked outside of their regular schedule.
 5. Long-term substitutes who are working full time may NOT be used for coverage. Long-term substitutes receive compensation for six (6) hours and forty-five (45) minutes daily and cannot exceed this time worked.
 6. Long term substitutes who are working less than a full day schedule may volunteer to cover classes outside of their schedule and be paid at the appropriate long-term rate, not the class coverage approved rate. Additionally, long-term substitutes cannot volunteer to give up their thirty (30) minute unpaid lunch to cover classes.
- C. Class Coverage - Educators who **voluntarily** give up their assigned planning time or have their planning time imposed upon during their regular work schedule at their assigned locations to provide coverage for a class shall be compensated at a flat hourly rate of

seventy-five dollars (\$75) per hour. Educators shall be paid for any portion of their planning time that may be used to provide coverage.

1. Time for educators shall be reported on the *Class Coverage-Base Form* located on the Office of Payroll's web page.
2. School nurses and related service providers shall not be used to provide coverage.
3. Educators whose positions are funded by restricted grants, such as IDEA and Title I, may only receive increased compensation for voluntarily providing coverage *related to their current job description* and cannot be directed to provide coverage for teachers who are not similarly assigned.
4. Grant funded educators only may volunteer to provide coverage during their assigned planning time for teachers in similar grant funded positions, considering the planning time may need to occur beyond the school day. All duties related to case management and IEP development and implementation must be completed in accordance with IDEA timelines.
5. The respective grant offices will provide schools with a list of staff funded through the grant. Changes to grant funded positions may only occur if necessary.

D. Tutoring – Educators who volunteer to provide student tutoring after regular duty hours or on Saturdays shall be compensated at the flat rate of seventy-five dollars (\$75) per hour.

E. Compensatory Education Recovery Services/Reviews and/or Delivering Education Recovery or Compensatory Education Services – TABCO represented educators who review data and/or deliver compensatory/recovery services or compensatory education services after regular duty hours for students with IEPs shall be compensated at the flat rate of seventy-five dollars (\$75) per hour.

1. Educators include special educators, general educators, related service providers (speech-language therapists, occupational therapists, physical therapists, school social works, psychologists), IEP chairs and department chairs.
2. Compensation shall be for work performed after regular duty hours.

F. Teaching an Additional Class Period in Middle and High Schools

1. Middle and high school teachers who volunteer to teach an additional class period and assume all associated responsibilities shall be compensated at the flat rate of seventy-five dollars (\$75) per hour.
2. The Parties acknowledge that the associated responsibilities include planning, recording, and submitting grades, meeting with students, meeting with parents, etc.
3. Teachers who do not wish to continue to teach an additional class may opt out by providing written notification to their administrator a minimum of two (2) weeks prior to the end of the marking quarter.

G. Collaborative Planning

1. Educators who voluntarily choose to participate in after-school collaborative planning and data analysis work sessions will be paid a flat rate of seventy-five dollars (\$75) per hour.
2. Collaborative planning session shall be scheduled on a Monday when no non-emergency faculty meeting is planned.

H. Elementary Educators and Additional Students - Elementary school teachers who have five (5) or more students added to their classes for forty-five (45) minutes or more due to a teacher absence or vacancy shall be compensated at the flat rate of seventy-five dollars (\$75) for each day that the additional students are assigned.

I. School Nurses

1. School nurses assigned to schools that close and revert to virtual learning due to COVID may volunteer to cover at other BCPS schools. Nurses who volunteer, will be paid a daily stipend of two-hundred and fifty dollars (\$250) per day for those days voluntary coverage is provided outside of their regular school of assignment.
2. School nurses who are directed to work beyond their regular duty day due to a COVID outbreak shall be paid seventy-five dollars (\$75) per hour. If so directed, work hours performed after regular duty hours shall be documented and submitted to the Office of Health Services.

Section VIII: Educator Observations and Evaluations

- A. The Parties agree that VLP educators shall be observed and evaluated in accordance with their respective evaluation cycle (i.e., Summative, Formative 1, Formative 2) in accordance with Article XIII of the Master Agreement using the Charlotte Danielson Framework for Teaching tools. VLP educators shall develop and submit two (2) Student Learning Outcomes (SLOs) in accordance with established guidelines.
- B. All educators providing in-person instruction shall be observed and evaluated in accordance with their respective evaluation cycle (i.e., Summative, Formative 1, Formative 2) in accordance with Article XIII of the Master Agreement using the respective Charlotte Danielson Framework for Teaching tools and rubrics. Educators providing in-person instruction/services shall develop and submit two (2) Student Learning Outcomes (SLOs) in accordance with established guidelines.

Section IX: Teacher Deployment

- A. Teachers deployed to assignments other than their regular positions shall be returned to their original duties as soon as possible.
- B. Teachers deployed to other than their regular positions for the 22-23 school year shall be returned to their original duty assignment for the 23-24 school year.

Section IX: Duration

- A. This MOU does not constitute a waiver of the bargaining unit work. Due to exigent circumstances, it serves as an extremely limited, one-time exception to the normal operating procedures pursuant to the MA.

- B. This MOU does not set precedent or establish past practice and is only effective during the 2022-2023 school year. It will not become part of the Agreement, but solely relates to unique situations not covered by the Agreement.
- C. The Parties agree that this MOU will be effective from Monday, August 22nd, 2022, until the last day of the 2022-2023 school year or until such time as the Parties determine by mutual agreement that circumstances dictate the need for a new MOU.

TABCO: Cindy Sexton
Printed Name
Cindy Sexton 8/23/2022
Signature Date

BOARD: George M. Duque
Printed Name
George M. Duque 8/23/2022
Signature Date